



Bid Number: GEM/2022/B/2824529
Dated: 07-12-2022

Bid Document

Bid Details	
Bid End Date/Time	02-01-2023 10:00:00
Bid Opening Date/Time	02-01-2023 10:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence Production
Organisation Name	Advanced Weapons And Equipment India Limited
Office Name	*****
Total Quantity	2
Item Category	4235668008 , 4235668020
BOQ Title	4235668008
Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Primary product category	4235668008
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Item wise evaluation

EMD Detail

Advisory Bank	State Bank of India
Schedule 1 EMD Amount (In INR)	8076
Schedule 2 EMD Amount (In INR)	9711

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	2

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

ED/FGK

Field Gun Factory, Kanpur, Department of Defence Production, Advanced Weapons and Equipment India Limited,
Ministry of Defence
(Executive Director)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
-------------------------	----

Details of the Competent Authority for MII

Name of Competent Authority	WORK MANAGER
Designation of Competent Authority	WM/PV
Office / Department / Division of Competent Authority	FGK
CA Approval Number	AS PER SOURCE APPROVAL.
Competent Authority Approval Date	05-12-2022
Brief Description of the Approval Granted by Competent Authority	THE QUANTITY OF THE INSTENT CASE IS ONLY 1 SET. SO IT IS NOT POSSIBLE TO GIVE PREFERENCE TO MII . THUS THE SAID CLAUSE WILL NOT BE APPLICABLE FOR THIS TENDER ENQUIRY.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the

"OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	4235668008	1
Schedule 2	4235668020	1

4235668008

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****KANPUR CITY	1	90

4235668020

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****KANPUR CITY	1	90

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

FGK Tender Enquiry

Part- I GENERAL INFORMATION AND INSTRUCTION FOR BIDDERS

1. The ED, **Field Gun Factory, Kanpur** on behalf of CMD,AWEIL of India (the Buyer), through this TE No

220300615 dated 05.12.2022, issued as **OTE -Open Tender Enquiry**, invites Bids, on **Two Bid** basis, from all eligible Bidders for supply of the tendered items.

2. Bidders shall be solely responsible for ensuring timely submission of their bids i.e. before closing date of bid submission (Tender Opening Date). Any bid received after bid submission date will be rejected.
3. **Bid Validity:** Bid shall remain valid for 180 **days** from the last date of Bid submission i.e. Tender Opening Date (TOD) (including the related financial instruments, etc.,) received with a lower validity than that specified in the TE can be treated as invalid and may be rejected.
4. Submission of Earnest Money Deposit (EMD) is an essential requirement to be fulfilled. Bids not accompanied by the EMD specified in the TE shall be treated as invalid Bids. In the instant TE Bidders are required to submit along with their Bids, EMD for an amount equal to in the prescribed form (refer to Part III of the TE). Bidders may also submit Bid Security Declaration for exemption of EMD.
5. The Bidders shall upload along with their Bid, the scanned copies of the instrument of their EMD and forward the original EMD instrument by post in a separately sealed envelope clearly mentioning the 'EMD for TE and due date of opening of technical bid.....' on the envelope. However, if the physical original instrument is not received by the Buyer prior to the specified Tender opening date & time, the Bid being incomplete on Tender opening, shall be treated as invalid/ late tender and rejected.
6. When Bids are called on Single Bid basis the technical and financial/ commercial bids shall be submitted in the same bid. However, when Bids are called for on **Two Bids basis**, the Bids shall be submitted in two parts, namely (i) Technical Bid, and (ii) Financial/ Commercial Bid. Bid will be rejected in case of submission of technical bid and financial bid together in two bid system.
7. Bids cannot be modified after the Bid submission deadline. Similarly, after the Bid submission deadline, Bids cannot be withdrawn till expiry of the Bid validity.
8. **Request for Information (RFI):** During evaluation of Bids, the Buyer may, if so required, ask the Bidder (s) for clarification on the Bid submitted. The request for such clarification shall be in writing. The clarification furnished by the Bidder should not result in any change in prices or substance of the Bid nor will the same be permitted. No post-bid clarification at the initiative of the Bidder will be entertained.
- ~~9. **Capacity Verification (CV):** In procurements where it is necessary to physically verify the facilities & capacities of the Bidder, the Buyer may depute Capacity Verification Teams for carrying out such physical verification of facilities & capacities as per OFB Standard Operating Procedure (SOP). However, carrying CV will be on the discretion of General Manager/HOD.~~
10. Bidder should comply with all the Parts of this TE and confirm acceptance of all the clauses of Part II, Part III, Part IV and Part V of the TE, which shall automatically be part of the consequent contract with the successful Bidder (s) (i.e. Seller in the consequent contract). Failure to confirm acceptance to the clauses mentioned under Part II, Part III, Part IV and Part V of the TE may result in rejection of the Bid submitted by the Bidder. Conditional Bids shall be treated as invalid and rejected.
11. The Buyer reserves the right to reject/cancel/scrap the Tender Enquiry or change the quantity of tendered item(s) without notifying any reason whatsoever.
12. In case of any dispute, the decision of the Buyer shall be final and binding on all participants in the tender.
13. Unless otherwise stated, terms & references will be referred to OFBPM-2018 for clarification.

Part- II ESSENTIAL DETAILS OF STORES REQUIRED BY THE BUYER

Part II of the TE contains essential details of the Stores/ Services required, such as the Schedule of Requirements, Technical Specifications, Delivery Period, Mode of Delivery, Consignee details, etc.

1. Item Specification: 1-INDEXABLE DRILL DIA 65MM FOR A RJUN BREECH RING COMPONENT AS PER ANNEXURE-17 MAKE:-SANDVIK/SECO/WALTER/KOMET/KENAMETAL/DIJET/TUNGALOY/ ISCAR 2-INDEXABLE REAMER DIA-27.94MM(+0.070MM)WITH WORKING LENGTH-439MM FOR ARJUN BREECH RING AS PER ANNEXUER-29 MAKE:-SNDVIK/SECO/WALTER/KOMET/KENAMETAL/DIJET/TUNGALOY/ISCAR.
2. Bidders should quote STRICTLY as per FGK's required tender/ SPECIFICATION/MAKE/DRAWING only, otherwise offer will be ignored. In case of any deviation in the offer, bidder must clearly mention in their quotation with its offer.
3. **Only OEM and their Authorised dealers can participate in the tender. Otherwise offer will be rejected.**
4. Participating firms need to submit documentary evidence for being OEM or their Authorised dealer.
- ~~5. **Pre-Bid Conference:** As per attached template online~~
6. **Delivery Period:** 90 days from date of placement of purchase order.
7. Rates to be quoted **F.O.R. buyer i.e. F.O.R. FGK** basis only, otherwise offer may be ignored.
8. **Inspection:** Inspection will be carried out by representative of Buyer at Buyer premises only.

9. Bidders shall offer their quotes only on firm and fixed basis. Conditional offer will not be accepted and such offers will be rejected.
10. Time being the essence of the contract; Bidders should note that the consequent Contract can be cancelled unilaterally by the Buyer in case deliveries are not received within the contracted delivery period. In this regard the provisions of the Risk & Expense clause in Part IV may be perused.
11. **Test Certificate: N.A.**
12. Following are the criteria for evaluation of Technical Bid:-
 - i) Only OEMs/Authorized Dealer/ Authorized Distributor will be eligible to participate in tender enquiry. Firm will also submit the relevant authorization certificate .
 - ii) GST Registration Certificate
 - iii) Income Tax Return of last financial year.
 - iv) Copy of annual turnover details of last three financial years/Balance Sheet along with Profit & Loss Statement. Bidder's Average annual turnover should be 25% of estimated bid value / bid estimated value rounded to nearest lakhs.
 - v) For fulfilling the experience criteria, firm may submit any one of the following documents as valid proof for meeting the experience criteria (PO may be executed by firm or its OEM for similar item):
 1. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 2. Execution certificate by client with order value.
 3. Any other document in support of order execution like Third Party Inspection release note, etc.
 - vi) Technical offer: Firm to submit their technical offer wherein firm will mention the model/make of item offered along with complete specification of the item.

PART III - STANDARD CONDITIONS OF THE T.E

Part III of the TE contains the Standard Conditions of the TE.

1. **Scope of Supply - Technical Description/Requirement/Quality requirement etc.:** Bidders should quote STRICTLY as per FGK's required tender SPECIFICATION / MAKE/ DRAWING only, otherwise offer will be ignored. No claim on bidder's part which may arise on account of non-examination or insufficient examination of the 'particulars/specification' will in any circumstances be considered. The items not specifically listed but required for completeness of stores / system deemed to be included. All supplies should be accompanied by Sellers works inspections/ test certificates duly certifying, the Stores are in strict conformity with the drawings/specifications. The final acceptance will be subject to inspection and approval at Buyer's premises.
2. **Price:** The rates offered by the bidders shall be 'Firm & Fixed'.
3. **Price Variation Clause: Not Applicable.**
4. **Packing Condition:** The stores should be properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure and to protect them against loss, damage, corrosion in transit on arrival at their destination.
5. **Inspection and Technical documents requirements:** Inspection will be carried out by the buyer representative at buyer premises as per drawing/specification/practical trial. The Seller shall be responsible for items supplied till the same have been inspected and accepted by Buyer. ~~Seller should provide all relevant quality documents with the supply of material approved from NABL accredited lab.~~ In the absence of the quality documents supplied material may be rejected. In case of rejection, the Seller shall immediately arrange to collect the rejected items.
6. **Ground Rent:** If the material supplied by the vendors is rejected at the factory premises, the vendor is required to lift the rejected material within 30 days of issue of rejection I-Note. Factories have right to recover a charge for the storage space at @1% of the cost of material un-cleared, per week or part thereof, with maximum ceiling of 10% of value of the items. After lapse of 10 weeks, if it is found that firm has not taken any action for lifting of items, the goods may be confiscated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 working days time to the firm.
7. **Payment Terms:** 100% within 30 days after acceptance of store at FGK. Offer with any other payment terms may be ignored.
8. **Warranty Clause:** ~~Firm will provide warranty for 12 months from the date of acceptance of material . If the defects intimated during the Warranty period are not remedied within a reasonable / stipulated time,~~

~~the Buyer may proceed to rectify the defects at the seller's risk and cost, but without prejudice to any other rights which the Buyer may have against the Seller in respect of the failure of the Seller to remedy such defects. In the event of Seller's failure to attend the Warranty defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Buyer. The Buyer's decision shall be final and binding on Seller in this regard. Warranty calls needs to be attended within 48 hrs of intimation send through e-mail. Warranty of the stores will be extended by residual period lost due to defect.~~

9. Option Clause: NA

~~**10. Product Support:** The successful Seller should agree to provide product support for the equipment supplied, assemblies/sub-assemblies, fitment items and consumables, Special Maintenance Tools (SMT) / Special Test Equipment (STE) subcontracted from other agencies / manufacturer by the Seller, by making available spare parts, components & tools etc., accessories of equipment and services for a minimum period of 05 years from the date of supply.~~

11. Taxes & Duties:

- a. Rate of GST or any other Tax chargeable should be clearly indicated in the offer/ bid as inclusive in the price quoted or extra. If not indicated, Buyer will assume that the rates quoted are inclusive of taxes.
- b. Seller is entitled for increase in statutory taxes, duties & levies within original DP and extended DP. However, there is decrease in statutory taxes, duties & levies, the same must be passed on to the Buyer.

~~**12. Pre-contract Integrity Pact:** Not Applicable. (applicable for the cases valuing more than 5 crores)~~

13. Liquidated Damages (LD): If the Seller fails to deliver the material within stipulated Delivery Period (DP), Buyer reserves the right to impose Liquidated Damage at the rate of 0.5% of basic cost of undelivered material/service for per week of delay or part thereof. However, total LD imposed can't be more than 10% of contract value. Imposition, recovery or settlement of this LD shall not affect Buyer's right to performance, compensation and termination of the agreement.

14. Earnest Money Deposit (EMD):

- a. EMD to be submitted in the form of Account Payee Demand Draft / Fixed Deposit Receipt /Banker's Cheque / Bank Guarantee (in prescribed format)from any of the Commercial banks / payment online (to be specified, on implementation).EMD should be remain valid for 45 days beyond the validity of the bid. Bank details are as follows:_____. EMD shall be submitted in favour of GENERAL MANAGER, FIELD GUN FACTORY, KANPUR.
- b. Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form in original shall be summarily rejected.
- c. EMD is exempted for the seller registered with MSME having valid UAM number are registered with the Central Purchase Organisation or the concerned Ministry or Department (including OFs) or Start-ups as recognised by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. However, seller should enclose proof of the same along with its bid. In the absence of such proof, any claim of EMD exemption will not be entertained and offer will be rejected.
- d. Firm who are registered with any Ordnance factories may be exempted from payment of EMD on production of documentary evidence.
- e. Bidders may also submit Bid Security Declaration for exemption of EMD.

15. Performance Security Deposit (PSD):

- a. The Seller (successful bidder awarded contract) shall deposit 3% of the total value of this order /contract value including taxes & duties as Performance Security Deposit which by way of Account Payee Demand Draft/Banker's Cheque/Fixed Deposit Receipt from a Commercial Bank of India/Bank Guarantee in the prescribed format(enclosed) from a Commercial Bank of India (for Indigenous Sellers)/ Bank of International repute for which counter guarantee is given by Indian Bank (for Foreign Sellers)within 30 days from the date of purchase order. Indemnity Bonds may be accepted as PSD from Central PSUs.
- b. PSD will be exempted for the contracts valuing less than 05 lakhs.
- c. The PSD/Performance Bank Guarantee should be valid for additional period of 60 days beyond the delivery date of completion of all contractual obligations including Warranty period (if any).
- d. PSD will be submitted in favour of GENERAL MANAGER, FIELD GUN FACTORY, KANPUR.

~~**16. Obsolescence:** The Seller shall continue to support the equipment for a minimum period of 05 years from the date of supply by making available spare parts and assemblies of the equipment supplied. For any reason Seller wishes / decides to close / discontinue the line for manufacture of the products or procurement of certain components, sub-components, Seller undertakes to notify such a decision to Buyer by means of a prior 01 years notice to buyer.~~

17. Withholding Tax:

- a. BUYER would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. (Generally on the amounts towards services like training, technical assistance offered by the Seller and license fees). As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to

this effect will be issued to the Seller on deduction of such amounts, if applicable.

- b. Seller should bear the applicable withholding income tax in India. Tax would be deducted at source by Buyer as per DTAA where the Seller could claim the benefit of double taxation in their country as per the bilateral agreement between the two countries. Certificate to this effect would be issued by Buyer to enable the Seller to claim the benefit under DTAA.
- c. Seller is required to indicate the PAN/TAN No. issued by Indian Income Tax Authorities and Permanent Establishment Certificate, If Applicable.

18. Risk Purchase:

- a) If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Buyer or not meeting the required quality standards, the Buyer shall be at liberty, without prejudice to the right of the Buyer to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Seller at the prevailing bank rate of interest.
- b) The Buyer shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under at the risk & cost of Seller. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Seller.

19. Termination Clause : Buyer reserves the right to cancel the order with 15 days notice without any financial liability in the event of any of the following:

- a) When the item offered by the Seller repeatedly fails in the inspection and/or the Seller is not in position to either rectify the defects or offer items conforming to the contracted quality standards.
- b) When the Seller fails to honour any part of the contract including failure to deliver the contracted stores/ render services in time.
- c) Adulterated supplies as determined according to Prevention of Food Adulteration Act, 1954 and Rules, 1995 as amended from time to time.
- d) Supplies inferior to the specified quality.
- e) Unbranded/deceptively branded / spurious supplies against branded items in the Purchase Order.
- f) Time expired supplies.
- g) When the Seller is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- h) Based on the decision of Arbitration Tribunal.
- i) The seller is declared bankrupt or become insolvent.

20. Insolvency: If the Seller enters into liquidation, whether compulsory or voluntary (otherwise than or amalgamation or reconstruction with another party taking over all his rights as well as commitments) or becomes insolvent or Suffers a receiver of the whole or part of this asset to be appointed,

- i) shall forthwith notify the same to Buyer and the Buyer shall have the right without prejudice to his other rights or remedies to terminate the unexecuted part of this Contract.
- ii) In such an event, the Buyer shall become entitled forthwith to get the refund within 30 days of all the advance payments received by the Seller and expenditure incurred as a part of its obligations under this contract.

21. Appropriation: Whenever under this contract any sum of money is due or recoverable from Seller or payable by the Seller, Buyer shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the Seller in this or any other contract entered by Buyer as a whole its Divisions and Branch Offices etc., held by him/her alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the Seller shall pay to Buyer on demand the remaining balance due within 30 days of such written notice. The remaining balances due, if any, will be recovered through due process of law in case seller becomes defaulter.

22. Applicable Laws/Jurisdiction: All questions, disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits whose jurisdiction the place from which the Acceptance of Tender is issued, is situated. This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of the Republic of India, as may be in force from time to time.

23. Arbitration:

- (i) Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by bilateral discussions.
- (ii) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach

thereof, which cannot be settled amicably within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, shall be settled by arbitration.

(iii) The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (amended time to time) and the award of such Arbitration shall be enforceable in Indian Court only. The law applicable to arbitration shall be Indian law. In case of Foreign Seller, Indian law of foreign law to be decided by contracting parties is applicable.

23.a. For Indigenous Seller: The arbitration tribunal shall be consisting of sole arbitrator. The sole arbitrator shall be nominated by the parties within ninety(90) days of the receipt of the notice mentioned above through mutual discussions and referred to Director General Ordnance Factories, Government of India, Ordnance factory Board, 10 -A, S.K. Bose Road, Kolkata 700001 for appointment of the Sole Arbitrator with the mutual consent of the parties.

~~**23.b. For Foreign Seller:** The arbitration tribunal shall be consisting of sole arbitrator. The arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the arbitrator may be nominated under the provisions of Indian Arbitration and Conciliation Act, 1996 (amended time to time) or by dispute resolution institutions like Indian Council of Arbitration and ICADR.~~

~~**23.c. For CPSUs/DPSUs:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in Charge of the Department of Public Enterprises.~~

24. Indemnity against Patent rights: The Seller shall at all times protect, indemnify and save/ keep harmless the Buyer, its successors, assigns, any claim made by a third party against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, arising out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any license with respect of the stores covered by the order.

25. Bribes: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

26. Sub-contracting/Sub-letting with the permission of the Buyer: Seller shall not be entitled without buyer's prior written consent to Sub-contract/Sublet to a third party all or part of the benefits or obligations of the Contract (even by way of change of ownership or control), except as expressly permitted in this Contract if any, to sub-contract any of its rights and interest under this Contract.

27. Works & Payments during Arbitration: Work under the Contract shall be continued by the Seller during the arbitration proceeding, unless otherwise directed in writing by the Buyer or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained, and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Buyer shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.

28. Fall Clause: The price quoted shall be in no event exceed the lowest price at which you sell the stores or

offer to sell stores of identical description to any person(s) / organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order. If at any time during the said period, the Seller reduces the sales price, sells or offers to sell such stores to any person/ organization including the Buyer or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Buyer and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced with due allowance for quantities and intervening time period.

~~**29. Export License:** Foreign Seller making proposals should ensure availability of export license as per their Govt. regulations for export to India. Seller shall be required to obtain and maintain all Export/Import licenses and permits etc., as the case may be, required for performing supplies against this tender. Obtaining export license shall be entire responsibility of the Seller and he shall discharge this within a reasonable time. End User Certificate will be issued by the Buyer.~~

30. Immunity to the Government of India: It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contract solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that buyer is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles contract law. Seller expressly agreed acknowledges and understand that buyer is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Seller hereby expressly waives releases and foregoes any and all actions, including counterclaims, impleader claims or counter claims against the Government of India arising out of this contract and covenants as to any manner, claim cause or action or this whatsoever arising out of or under this contract.

31. Intellectual Property Rights:

- (a) If any Patent design, trademark, copyright or any other intellectual property rights apply to the delivery or accompanying documentation, Buyer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Seller and by its employees or third parties involved by the Seller for performance of the agreement belong to Buyer.
- (b) The Seller shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Seller guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Seller shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Seller shall indemnify the Buyer against any (alleged) claims by third parties in this regard and shall reimburse Buyer for any damages suffered as a result thereof.

32. Amendment & Waiver: Any amendment to Purchase Orders / Contracts would be enforceable only if made in writing and duly signed by authorized representatives of the parties hereto. Failure of either Party at any time to enforce any of the provisions of this Contract shall not per se constitute a waiver by that Party of any such provisions nor in any way affect the validity of the Contract or any part hereof.

33. Classified/Confidentiality: The conditions are as follows:-

- (a) This Contract and its annexure(s) shall be treated as confidential by the Parties and their officers and employees.
- (b) Unless otherwise specified herein, neither Party or any of their affiliated companies shall make any news release, public announcement, advertisement, denial or confirmation, disclose of some or any part of this Contract or transactions contemplated under this Agreement to any third party without the prior consent of the other Party.
- (c) The Party Disclosing information is termed as Disclosing Party and the Party receiving information is termed as Receiving Party, Each Party undertakes:
 - i) to keep the other Party's Confidential Information confidential using the same degree of care as the receiving Party uses to protect its own Proprietary Information against public disclosure but in no case any less degree than reasonable care; and

ii) not to make any disclosure of the other Party's Confidential Information to any third party and to use the same only for the Purpose; and

iii) not to make any copies of the other Party's Confidential Information, or translation or transfer of the same to other documents or media nor to disseminate the same within its own organisation save as is strictly necessary for the Purpose; and

iv) not to assign the rights and obligations of the Parties without their prior written consent thereto.

(d) Provided, however, that the foregoing restrictions and obligations shall not apply to any information which it can be shown:

i) is already or hereafter becomes published otherwise than through the fault or negligence of the receiving Party; or

ii) is lawfully obtained by the recipient from a third party having rights to disclose to the receiving Party, without restrictions as to use or disclosure, or

iii) is already known to the receiving Party at the date of receipt of the information pursuant to this Agreement, or

iv) is independently developed by the receiving Party.

v) is required to be disclosed under any law, judicial order or Government order or regulation provided receiving Party gives disclosing Party timely notice, where possible, of the contemplated disclosure so as to give the disclosing Party an opportunity to intervene to preserve the confidentiality of the information. Or such disclosure is limited to those persons to whom the Receiving Party is legally compelled to disclose the information to; and

(e) The technical information provided by SELLER under this Contract shall be treated as confidential by the BUYER and shall be used by BUYER only for purpose intended and shall not be disclosed to any third party.

(f) The provisions of this clause shall survive and remain in force notwithstanding the termination or expiry of this Contract.

(g) The BUYER shall limit access of technical documentation being provided under this Contract only to such of its employees involved in relevant operations concerning the equipment on a need to know basis.

(h) Non-adherence to this Clause by the Seller shall be treated, amongst others, as a material breach of this Contract.

34. Agents/Agency Clause : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

35. Force Majeure:

(a) If at any time during the execution of the supply order, the performance in whole or in part by either Buyer or and by the Seller(s) is / are delayed by any reason of force majeure situations such as acts of civil

war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God & laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Buyer as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce /Indian High Commission or Embassies/Government in that Country.

(b) The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

(c) The Buyer may extend the delivery schedule as mutually agreed, on receipt of written communication from the Seller regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Buyer shall have the right to cancel the order without any financial implication to the Buyer or on terms mutually agreed to.

35. Exit Criteria: The contract/order may be terminated under the following circumstances:

(a) In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by the Seller is found to be untrue, or Seller is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with 01 month's advance notice without any financial implication to Buyer. Notwithstanding, the foregoing, in cases where it is found that a Seller is engaged in unethical practices, the same shall be barred from participating in the future contracts for a period of **01 to 03 years**, based on the approval of competent authority.

(b) If there is change in Buyer requirement, contract shall be terminated with **01 months** advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the Seller shall ensure following:-

i) IPR's are transferred to Buyer to enable Buyer to proceed on the work with other Seller. Seller also will render all assistance till the other Seller fully take over the balance work.

ii) Transfer title and deliver all or any part thereof of the supplies, materials, work-in-progress, finished Products, Tooling, drawings and data produced or acquired by Seller specifically for the Product being terminated.

iii) Supply of products and its components / spares at least for a period **of 05 years** from the date of such termination.

(c) The Seller is declared bankrupt or becomes insolvent.

(d) The delivery of material is delayed due to causes of Force Majeure by more than **(03 months)**.

(e) Based on the decision of the Arbitration Tribunal.

36. Cartel Formation:

a) Cartel formation or quoting of pool rates or quoting in collusion is against the basic principle of competitive bidding and shall attract penal and punitive measures; including suspension/banning of such Bidders for a specific period as per Procedure for Penal Action in OFs/Units of OFB under the Guidelines of the Ministry of Defence for Penalties in Business Dealings with Entities in vogue, apart from reporting to the Competition Commission of India, other Regulatory Authorities, Chambers / Association of Commerce, etc.

b) Firms are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected if CARTEL Formation is suspected. The management (CFA), reserves the right to order any quantity on one or more firms.

c) Whenever all or most of the approved firms quote equal rates in CARTEL, the purchaser reserves the right to place order on any one or more firms with exclusion of the rest. The selection of firms for

placement of order would be based on a pre-determined ranking of the firms.

- d) The purchaser reserves the right to place order on two or three firms: in such cases tender quantity will be distributed between Rank 1(R1) and Rank 2(R2) firms in the ratio of 60:40 or among R1, R2 and Rank 3(R3) firms in the ratios 50:30:20 respectively.
- e) The purchaser reserves the right to delete the registered firms who quote in CARTEL from list of approved/registered sources or to debar them for competing for a period to be decided by the purchaser.
- f) The name of the newly registered firm which enters into CARTEL on getting registered will be summarily deleted from the list of registered suppliers.
- g) New firms will have to submit an undertaking that they will not be part of a cartel with other vendors and will quote competitive rates in the tenders; otherwise would face expulsion from the list of vendor.

37. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents / information.

38. Non-disclosure: Except with the written consent of the Buyer/Bidder, the other Party shall not disclose the TE or consequent Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

PART IV

1. Pre-bid Conference: ~~NA, In certain procurements of specialised or complex nature, turn key contract, etc., the Buyer may consider it necessary to hold a Pre bid Conference with prospective Bidders for clarifying the requirement, specification or other allied technical/ evaluation/ commercial details of the procurement and also clearing doubts, if any, the Bidders may have on the TE. All eligible Bidders are requested to participate in the Pre bid Conference. In procurements necessitating Pre bid Conference, the notice for the Pre bid Conference shall be given in the TE.~~

2. Notices: Any notice required or permitted by the consequent Contract shall be written in English/Hindi language and may be delivered personally or sent by FAX or registered /speed post/e-mail, addressed to the last known address of the Party to whom it is sent.

~~3. Special conditions for Source Development Open Tenders:~~

~~(a) Freak Rates: Any quote that is less than 70% of simple average of the basic rate (LTE and successfully executed SDOTE/OTE) at which orders (excluding import orders) have been placed over the preceding three years (reckoned from the date of tender opening) shall be deemed as freak rate and rejected.~~

~~(b) System Integrators may also be considered for participation having facility/capabilities of integration with testing facilities. These firms may not have manufacturing facilities but have agreement (self-declared by vendors) for supplying of components/assemblies/sub-assemblies. The warranty of the integrated product shall be given by the integrator.~~

~~(c) Offer of the Established firms for the item intended will be ignored, if participated in instant case.~~

4. Applicable Currency: All Bidders shall quote and be paid only in Indian Rupees (INR).

5. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to enable payments through ECS/ NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by FGK to be submitted by Bidders for receiving payments through ECS.

6. **Paying Authority:** The organization of the Principal Controller/ Controller of Finance & Accounts concerned or their subordinate offices or any paying authority authorized to make payment for such procurements will be the Paying Authority.

7. Payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i) Ink-signed copy of Sellers Bill/ Commercial Invoice/ Contingent Bill
- ii) Claim for statutory and other levies to be supported with requisite documents/ proof of payment, like GST Invoice, Excise Duty Challan (wherever applicable), Customs Duty Clearance Certificate, etc., as applicable
- iii) Performance Bank Guarantee/ Indemnity bond (only for PSUs), as applicable
- iv) Name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)
- v) Any other document / certificate that may be provided for in the consequent Supply Order/ Contract

(Note - From the above indicative list, the documents relevant to the procurement undertaken shall be included in the TE)

~~8. **Quantity Tolerance:** Normally no quantity variation in the supplies under the consequent Contract shall be permitted. However, in justified cases, such excess/ short supplies may be accepted by the Buyer, subject to the value of such excess/ short supplies not exceeding five percent of the original value of the contract, and the payment being admitted only for the actually quantity supplied. PO will be presumed short closed within $\pm 5\%$ of PO quantity and PSD will be released.~~

~~9. **Distribution of Quantity for Strategic Reasons:** As a strategic requirement the Buyer may need multiple sources, in such cases the Buyer may conclude orders on more than one firm in the order of ranking on financial evaluation (in the distribution ratio clearly specified in the TE Part II). The ratios of splitting may be either (a) 60:40 if two sources are necessary (provided at least three sources were issued tenders and have also quoted). Or (b) 50:30:20 if three sources are necessary (provided at least four sources were issued tenders and have also quoted). The distribution shall be done between L1 and L2 (on the L2 accepting the L1 rates) or between L1, L2 and L3 (on the L2 and L3 accepting the L1 rates) depending on whether 60:40 or 50:30:20 is specified as the distribution ratio. If the L2 or L3 Bidder (s) does not accept the counter offered L1 rate then such undistributed quantity shall revert back to the L1 Bidder. If the distribution ratio is not specified hereunder then the supply order shall be concluded only on the L1 Bidder.~~

10. Quality: The quality of the stores offered shall strictly comply with the technical parameters contained in the Technical Specifications & its related standards and shall be new & of current manufacture.

11. Public Procurement (Preference to Make in India) Policy: Subject to the provisions of Public Procurement (Preference to Make in India), Order 2017 (revised from time to time) and to any specific instructions issued by the Nodal Ministry, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified in Para 3 & 34 of Public Procurement (Preference to Make in India), Order 2017 (revised from time to time).

As per Para 10(d) of Public Procurement (Preference to Make in India), Order 2017, if a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to that Nodal Ministry. Relevant information with regard to above is furnished by the bidder along with his offer to the buyer.

12. Public Procurement Policy for MSEs Order, 2012 :

Any order issued by Central Government in relation to Micro, Small or other sections of Industries relevant to procurement shall be followed by Factories / Units. One such Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 is in force w.e.f 01.04.2012 and should be strictly adhered to. The Public Procurement Policy shall apply to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME).

Declaration of Udyog Aadhaar Memorandum(UAM) number by the MSME vendors on CPPP should be made. The MSE bidders who fail to submit UAM number will not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP as follows:-

- (a) Tender set free of cost
- (b) Exemption from the payment of Earnest Money (EMD)

(c) In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE(s) shall be allowed to supply up to 25% of the total tendered quantity.

13. Safeguard while Taking Support from Private Companies in RFP Cases - Conflict of Interest Clause:

Any company and or their group/associate company who are participating in the < Details of the RFP Proposal issued by the Service HQrs>* will not be eligible to participate in this Tender Enquiry. An undertaking to the effect that the firm or its group associate is not participating in < Details of the RFP Proposal issued by the Service HQrs> * is to be provided by the firm. At any stage during the period of the contract, if the aforesaid undertaking is found to be false the BUYER (OFs/OFB) to take all or any one or more of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue
- ii) The Earnest Money Deposit/Performance Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer (OFs/OFB), and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India (or Base Rate of State Bank of India in the absence of Prime Lending Rate), while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer (OFs/OFB) in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum of interest.
- (v) To encash the advance bank guarantee and performance-bank-warranty bond, if furnished by the Bidder, in order to recover the payments, already made to by the Buyer (OFs/OFB), along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To ban the Bidder from entering into any bid from the OFB organization and/or MoD and/or other Ministries/Departments of Government of India for a minimum period of five years and not more than ten years at the discretion of the Buyer (OFs/OFB) as per Procedure for Penal Action in OFs/Units of OFB under the Guidelines of the Ministry of Defense for Penalties in Business Dealings with Entities in vogue (or amended time to time).

PART-V

1. Evaluation Criteria: The broad guidelines for evaluation of Bids will be as follows:

- a) Only Bids that full fill all the eligibility & qualifying requirements of the TE, both technically and commercially, shall be considered for evaluation.
- b) **In Two-Bid system**, the Technical Bids shall be evaluated with reference to the technical requirements of the stores/ service prescribed in the TE. The Buyer may obtain technical clarifications during the evaluation of the Technical Bids. Further, if considered necessary during the course of Technical evaluation, the Buyer may invite the vendors who meet the essential parameters for technical presentation/ clarification.
- c) The Price Bids of only the technically complaint Bidders shall be opened.
- d) The Lowest Bid (L1) will be decided, from out of the Technically & Commercially compliant Bids, based on the lowest price quoted. Consideration of Taxes & Duties in evaluation process shall be as follows:
 - i) When competition is only among Indian Suppliers, the F.O.R Prices at destination (Consignee's premises) shall be the basis for ranking of the quotations.
 - ii) If the competition is amongst foreign suppliers, the basis for comparison shall only be the landed price at the destination (designated port).
 - iii) When the competition is amongst indigenous and foreign suppliers, the basic cost (CIF) quoted by the foreign suppliers shall be the basis for comparison with the basic cost offered by the indigenous suppliers, after offloading the GST & Excise Duty (if applicable). Therefore, to enable evaluation of the Bid, it is important for foreign Bidders to ensure that they duly quote, both on, CIF as well as FOB basis. Similarly, it is important for the Indian Bidders to duly indicate the GST & Excise Duty (if applicable) in

their quote as separate elements.

- e) If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- f) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow (DCF) method. If this method is applied the discounting rate shall be the lending rate of the Government of India on loans given to the State Government as notified annually by the Budget Division of Ministry of Finance. The DCF may be applied for converting differing Payment Terms of Bidders to a common basis and thereby determine L1 status.
- g) The Lowest Acceptable Bid will be considered for placement of contract/ Supply Order, after complete clarifications and price negotiations, if so necessary. The Buyer also reserves the right to award contracts to different Bidders for being lowest in particular items. The Buyer further reserves the right to apportion the quantity, if it is convinced that Lowest Bidder will not be able to supply the full tendered quantity in stipulated time.
- h) Any other criteria as applicable to suit a particular case.

S D / -
SD-

WM/PV

JWM/PV

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---